

OCEAN COMPUTER MAINTENANCE

1750 Brielle Ave.

Ocean, NJ 07712

(732)493-1900 Fax: (732)918-2613

www.oceancomputer.com

CONTRACT INVOICE

| | |
|------------|------------------|
| Invoice # | 135643 |
| Date | 2/28/2006 |
| P.O. # | |
| Terms | Due Upon Receipt |
| Contract # | 7299 |
| Page # | 2 |

| | | | | |
|-------------------------------|--------------------------------|--------|--------|--|
| STANDARD 3180 200 | IBM Local Display 3180 200 | | | |
| From 4/1/2006 To 6/30/2006 | | | | |
| Serial # on above: AC155 | 1276 Susan | 18.00 | 18.00 | |
| STANDARD 3180 200 | IBM Local Display 3180 200 | | | |
| From 4/1/2006 To 6/30/2006 | | | | |
| Serial # on above: AX701 | 1279 Cat chive | 18.00 | 18.00 | |
| STANDARD 3180 200 | IBM Local Display 3180 200 | | | |
| From 4/1/2006 To 6/30/2006 | | | | |
| Serial # on above: V1550 | 3772 Joanne | 18.00 | 18.00 | |
| STANDARD 33491A | HP LASERJET 3SI | | | |
| From 4/1/2006 To 6/30/2006 | | | | |
| Serial # on above: 3204590171 | 1283 Printer Hewlett/2 home | 120.00 | 120.00 | |
| STANDARD 4224 01 | Printer IBM 4224 01 | | | |
| From 4/1/2006 To 6/30/2006 | | | | |
| Serial # on above: 11-G3509 | 1268 P4 | 195.00 | 195.00 | |
| STANDARD 5225 004 | Printer IBM 5225 004 | | | |
| From 4/1/2006 To 6/30/2006 | | | | |
| Serial # on above: 58296 | 1269 P2 | 375.00 | 375.00 | |
| STANDARD UDS | System Part UDS Modem | | | |
| From 4/1/2006 To 6/30/2006 | | | | |
| Serial # on above: N/A | | 30.00 | 30.00 | |
| STANDARD 9406-270 | AS400E Server | | | |
| From 4/1/2006 To 6/30/2006 | | | | |
| Serial # on above: S105HABM | 2809 IBM System | 286.25 | 286.25 | |
| STANDARD 1517 | Interactive Capacity Card | | | |
| From 4/1/2006 To 6/30/2006 | | | | |
| Serial # on above: | FEATURE IN THE 9406-270 | 62.00 | 62.00 | |
| STANDARD 2248 | Model 270 Processor | | | |
| From 4/1/2006 To 6/30/2006 | | | | |
| Serial # on above: | FEATURE IN THE 9406-270 | 62.00 | 62.00 | |
| STANDARD 4234 002 | Printer IBM 4234 002 | | | |
| From 4/1/2006 To 6/30/2006 | | | | |
| Serial # on above: 41-0033083 | 3993 PL | 375.00 | 375.00 | |

All Past Due Invoices Shall Be Charged Interest At The Rate Of 1.5% Per Month. In Addition, Seller Reserves The Right To Pursue Any And All Legal Action Available To Collect Past Due Charges. Buyer Shall Be Responsible For Any And All Costs Of Collection Including But Not Limited To Attorney Fees. This Agreement Shall Be Governed By The Laws Of New Jersey.

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Ocean, NJ 07712

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| P.O. # | |
| Terms | Due Upon Receipt |
| Contract # | 7299 |
| Page # | 3 |

| | | | | |
|-------------------------------|----------------------------|---------------|--------|--------|
| STANDARD LJ 2P | Printer HP Laserjet 2P | | | |
| From 4/1/2006 To 6/30/2006 | | | | |
| Serial # on above: 3003JG2XVE | | 6036 P3 | 45.00 | 45.00 |
| STANDARD 3180 200 | IBM Local Display 3180 200 | | | |
| From 4/1/2006 To 6/30/2006 | | | | |
| Serial # on above: 3180-V7970 | | 6037 gal (NS) | 18.00 | 18.00 |
| STANDARD 3180 200 | IBM Local Display 3180 200 | | | |
| From 4/1/2006 To 6/30/2006 | | | | |
| Serial # on above: 88-37503 | | 6038 Sam | 18.00 | 18.00 |
| STANDARD 3262 B01 | IBM 3262 B01 LINE PRINTER | | | |
| From 4/1/2006 To 6/30/2006 | | | | |
| Serial # on above: 17507 | | 1271 P1 | 315.00 | 315.00 |
| STANDARD 5224 02 | IBM PRINTER | | | |
| From 4/1/2006 To 6/30/2006 | | | | |
| Serial # on above: 58432 | | 1266 PJ | 120.00 | 120.00 |
| STANDARD 3180 200 | IBM Local Display 3180 200 | | | |
| From 4/1/2006 To 6/30/2006 | | | | |
| Serial # on above: | | 1272 Leslie | 18.00 | 18.00 |
| STANDARD 3179 C | IBM Local Display 3179C | | | |
| From 4/1/2006 To 6/30/2006 | | | | |
| Serial # on above: | | 3830 Celia | 18.00 | 18.00 |
| STANDARD UDS | System Part UDS Modem | | | |
| From 4/1/2006 To 6/30/2006 | | | | |
| Serial # on above: | | | 30.00 | 30.00 |

| | | |
|-----------------|---------|------------|
| Location Totals | Amount: | \$2,267.25 |
| | Tax: | 136.04 |
| | Total: | \$2,403.29 |

84
P

| | | |
|--------------|---------|------------|
| Grand Total: | Amount: | \$2,267.25 |
| | Tax: | 136.04 |
| | Total: | \$2,403.29 |

All Past Due Invoices Shall Be Charged Interest At The Rate Of 1.5% Per Month. In Addition, Seller Reserves The Right To Pursue Any And All Legal Action Available To Collect Past Due Charges. Buyer Shall Be Responsible For Any And All Costs Of Collection Including But Not Limited To Attorney Fees. This Agreement Shall Be Governed By The Laws Of New Jersey.

Pitney Bowes Credit Corporation

| ACCOUNT NO. | ACCOUNT NAME | START DATE | END DATE | AMOUNT DUE |
|-------------|--------------|------------|----------|------------|
| 3803039 | 3803039-FB06 | 03-03-06 | 03-26-06 | \$642.00 |

ACCOUNT - PAGO FABRICS DIVISIO

ACCOUNT NO. 3803039 SCHEDULE NO. 003

YOUR REFERENCE NO. - NO REFERENCE NUMBER ON FILE

EQUIPMENT LOCATION - 120 MOONACHIE AVENUE, MOONACHIE NJ

MAILING SYSTEM - MODEL NO. DDL4, SERIAL NO. 0005428 METER MODEL 1P00, SERIAL NO. 2368531

COMMENCEMENT DATE - 03-20-05, CONTRACT TERM - 69 MONTHS - INVOICE 5 OF 23

CURRENT QUARTERLY CHARGES FOR THE PERIOD 03-20 TO 06-20 642.00

SALES TAX .00

BALANCE FORWARD .00

LATE CHARGE .00

ADJUSTMENTS .00

PERIODIC TOTAL FOR SCHEDULE NO. 003

\$642.00

PAID
3/8/06

MAR 14 2006

52569

YOUR LAST PAYMENT OF \$642.00 WAS CREDITED TO YOUR ACCOUNT ON 12-18-05.
ANY PAYMENTS RECEIVED AFTER 02-24-06 MAY NOT BE REFLECTED ON THIS INVOICE.

** THANK YOU **

| | |
|----------------------|----------|
| PAY THIS AMOUNT > | \$642.00 |
|----------------------|----------|

IF YOU HAVE ANY QUESTIONS REGARDING YOUR
ACCOUNT, PLEASE CALL THE APPROPRIATE
TELEPHONE NUMBER LISTED BELOW.

#0560

| EQUIPMENT REPAIR | EQUIPMENT SALES | ValueMAX® | ACCOUNT INQUIRIES | PLEASE SEND WRITTEN CORRESPONDENCE TO: |
|------------------|-----------------|----------------|-------------------|---|
| 1-800-522-0020 | 1-800-322-8000 | 1-800-732-7222 | 1-800-732-7222 | PITNEY BOWES CREDIT CORP 2225 AMERICAN DRIVE NEENAH WI 54956-1005 |

SEE REVERSE SIDE FOR EXPLANATION OF INVOICE TERMS - RETAIN THIS PORTION FOR YOUR RECORDS.

PAGE 1

DAPREX, INC.

SPECIALISTS IN DATA PROCESSING

Invoice Date 6/01/05

Order# 170083

Invoice # 15396

Acct # 1-001443

TEXTILE IMPRESSIONS, INC.
 DAVID KNAPEL
 120 MOONACHIE AVENUE
 MOONACHIE NJ 07074

| Qty | Description | Price | Amount |
|-----|--|--------|--------|
| | REFERENCE: ANNUAL MAINTENANCE CONTRACT | | |
| | ACCOUNTS RECEIVABLE | | |
| | ACCOUNTS PAYABLE | | |
| | GENERAL LEDGER | | |
| | TOTAL BILLING | 873.00 | 873.00 |
| | ** INVOICE TOTAL ** | | 873.00 |

6/1/05
 Antone
 POSTED 6/14/05

JUN - 2 2005
 51108

TERMS: NET UPON RECEIPT

THANK YOU!

Any discrepancies regarding this invoice must be
 reported within 10 days of receipt.

860 CANAL STREET • STAMFORD, CT 06902 • PHONE: (203) 324-2474 • FAX: (203) 348-8228
 DAPREX@DAPREX.COM • WWW.DAPREX.COM

Time Systems International INVOICE *****

PAGE: 1

TIME AND ATTENDANCE SYSTEMS

Main Office
 142 S. Van Brunt Street • Englewood, NJ 07631-3438
 Phone: 201-871-1200 • 212-689-8800
 800-882-4400
 Fax: 201-871-1202

INVOICE NUMBER: 0057256-IN

INVOICE DATE: 08/01/05

SALESPERSON: 0000

SALES TAX CODE: NJ

PAGO FABRICS
 120 MOONACHIE AVENUE
 MOONACHIE NJ 07074

CUSTOMER NO: 01-0003937
 CUSTOMER P.O.:

CONTACT: A/P (201) 460-0378

SHIP VIA:
 TERMS:
 UPON RECEIPT OF INVOICE

| SALES CD | DESCRIPTION | QUANTITY | PRICE | AMOUNT |
|----------|---|----------|---------|--------|
| MMA | MAINTENANCE AGREEMENT EACH EFFECTIVE DATES: 9/2/05 - 9/1/06 MODEL 6907 TIME CLOCK SERIAL 3520322008 | 1.000 | 230.000 | 230.00 |

9/2/04 - 9/1/05 pd 225 ↑

8/5/05

AUG - 8 2005

51546

*****PLEASE NOTE NEW FEDERAL ID# 22-3337436*****

TSI

Your comprehensive source for sales,
 installation, service and support since 1920
www.timesystemint.com

NET INVOICE: 230.00
 SHIP & H .00
 SALES TAX: 13.80
 INVOICE TOTAL: 243.80

681 Main St., Bldg. #40
 Belleville, NJ 07109
 Phone 1-973-450-1141

Work Phone Order Date Taken By
 201-460-0378 12/19/05 BC

Order Number Starting Date
 12/19/05

Job Name & Address

Fax Number 201-460-9115

To: Page Fabrics
 120 Moonachie Avenue
 Moonachie, NJ 07074

| Quantity | Material | Unit Price | Amount |
|-----------------|---|------------|----------|
| 1.00 | Service Contract period 11/15/05 to 11/14/06 Billing Amount \$1195.00 52309 | 1195.00 | 1195.00 |
| Total Materials | | | 1,195.00 |

| Other Charges | Amount | Labor | Hours | Rate | Amount |
|---------------|--------|-------------|-------|------|--------|
| | | 01 | | | |
| Total Other | | Total Labor | | | |

Description of Job

Service Contract Billing!

| | | | | |
|----------------------|----------|----------|-----------------|----------|
| Terms | Due Date | 00/00/00 | Total Materials | 1,195.00 |
| Work Ordered By | | | Total Other | |
| Authorized Signature | | | Total Labor | |
| | | | Sales Tax | 71.70 |
| | | | Total Invoice | 1,266.70 |

ALL INVOICES ARE DUE NET TEN (10) DAYS

12/28/05

ULTRA AIR INC.
681 Main St., Bldg. #40
Belleville, NJ 07109
Phone 1-973-450-1141

| | | |
|----------------------------|---------------------------|----------------|
| Work Phone 201-460-0378 | Order Date 03/01/05 | Taken By BC |
| Order Number | Starting Date 03/01/05 | |
| Job Name & Address | | |
| Job Phone | | |

To: Pago Rental Space
120 Moonachie Avenue
Moonachie, NJ 07074

| Quantity | Material | Unit Price | Amount |
|--|--|------------|--------|
| 1.00 | Maintenance Contract Period May 1, 2005 to April 30, 2006 | 180.00 | 180.00 |
| <div style="border: 1px solid black; padding: 5px; display: inline-block;">MAR 14 2005</div> | | | |
| Total Materials | | | 180.00 |

| Other Charges | Amount | Labor | Hours | Rate | Amount |
|---------------|--------|-------------|-------|------|--------|
| Total Other | | Total Labor | | | |

Description of Job

Service contract for rooftop heating and cooling unit on rental office space { Mike Viggiano }

| | | | | |
|----------------------|----------|----------|-----------------|--------|
| Terms | Due Date | 00/00/00 | Total Materials | 180.00 |
| Work Ordered By | | | Total Other | |
| Authorized Signature | | | Total Labor | |
| | | | Sales Tax | 10.80 |
| | | | Total Invoice | 190.80 |

ALL INVOICES ARE DUE NET TEN (10) DAYS

| STYLE | BOOK YARDS | STYLE | BOOK YARDS | STYLE | BOOK YARDS | STYLE | BOOK YARDS | STYLE | BOOK YARDS | STYLE | BOOK YARDS | STYLE | BOOK YARDS |
|---------|---------------|-------|---------------|--------|---------------|-------|---------------|-------|---------------|---------|---------------|-------|---------------|
| CAMOUFL | 673 | 1086 | 833 | 261 | 2639 | 469 | 9303 | 683 | 3656 | 9255 | 2713 | | |
| DENIM | 2612 | 1087 | 1997 | 262 | 13379 | 479 | 5625 | 691 | 7624 | 9265 | 4466 | | |
| FR510 | 11175 | 1088 | 443 | 262W | 15002 | 488 | 16222 | 692 | 18101 | 937 | 6577 | | |
| FR528 | 7032 | 1089 | 452 | 265 | 872 | 4900 | 5389 | 6980 | 331 | 939 | 634 | | |
| FR686 | 5980 | 113 | 3506 | 266 | 8886 | 491 | 73953 | 6980C | 86 | 941 | 1533 | | |
| FR720 | 1144 | 122 | 2710 | 268 | 17228 | 4925 | 1274 | 709 | 22480 | 945 | 933 | | |
| FR750 | 4000 | 123 | 9306 | 2700 | 11911 | 496 | 5618 | 710 | 12006 | 9500M | 524 | | |
| FR801 | 1105 | 149 | 3255 | 2700GL | 414 | 505 | 924 | 711 | 21102 | 952 | 1393 | | |
| FR835 | 4420 | 150 | 22274 | 279 | 5953 | 509 | 29809 | 718 | 4015 | 973 | 6197 | | |
| HL287 | 111 | 151 | 1744 | 2800 | 3778 | 509L | 8779 | 722 | 1607 | 973Q | 580 | | |
| HL7088 | 376 | 152 | 5660 | 287 | 20821 | 5100 | 1008 | 727 | 37088 | 981 | 6515 | | |
| PE 1013 | 6863 | 168 | 2506 | 3030 | 7616 | 512 | 51727 | 751 | 69349 | 990 | 4095 | | |
| PE 1020 | 2459 | 173 | 3933 | 310 | 1378 | 5198 | 3308 | 7551 | 36108 | 992 | 4013 | | |
| PE 1044 | 374 | 176 | 1464 | 311 | 4483 | 5200 | 7306 | 755W | 15413 | 993 | 9399 | | |
| PE 1046 | 2654 | 180 | 4425 | 3111 | 114 | 527 | 34096 | 770 | 2316 | 994 | 4124 | | |
| PE 1049 | 778 | 186 | 9584 | 312 | 5591 | 5375 | 3656 | 7745 | 526 | 999 | 28429 | | |
| PE 1050 | 802 | 193 | 4730 | 3131 | 1119 | 540 | 5643 | 7764 | 581 | 5270 | 1308 | | |
| PE 1102 | 5054 | 195 | 18599 | 315 | 2406 | 544 | 3466 | 7765 | 469 | 9880 | 1867 | | |
| PE 450 | 33197 | 195A | 1441 | 320 | 3987 | 549 | 4206 | 793 | 11792 | SECONDS | 0 | | |
| PE 564 | 2590 | 1950 | 3506 | 325 | 22265 | 555 | 29520 | 799 | 5854 | 800-2 | 0 | | |
| PF0057 | 13785 | 1975 | 690 | 325Q | 1088 | 569 | 1348 | 800 | 101688 | - | - | | |
| PF125 | 10306 | 199 | 2870 | 325TB | 23589 | 583 | 7508 | 809 | 3355 | TOTALS | 2425216 | | |
| PF157 | 18511 | 2021 | 25160 | 36003 | 952 | 589 | 19641 | 813 | 82629 | | | | |
| PF169 | 29447 | 2057 | 105034 | 3680 | 5713 | 590 | 702 | 817 | 10896 | | | | |
| PF256 | 35704 | 2080 | 111629 | 3681 | 10111 | 591 | 1101 | 841 | 11687 | | | | |
| PF385 | 27608 | 2081 | 16926 | 377 | 5431 | 592 | 1946 | 845 | 13697 | | | | |
| PF816 | 12456 | 2082 | 15891 | 378 | 1670 | 593 | 126 | 847 | 7713 | | | | |
| PF846 | 11201 | 2083 | 16550 | 383 | 399 | 600 | 3792 | 848 | 1261 | | | | |
| PF868 | 12192 | 2094 | 86169 | 388 | 11193 | 600F | 1095 | 849 | 8158 | | | | |
| S2400 | 2242 | 2100 | 1783 | 390 | 5624 | 606A | 5807 | 851 | 7878 | | | | |
| S5600 | 3788 | 212 | 8533 | 392 | 68 | 608 | 3745 | 854 | 6709 | | | | |
| S7500 | 7787 | 2120 | 24897 | 4000 | 14809 | 6124 | 34433 | 855 | 6287 | | | | |
| 1010 | 6107 | 218 | 4425 | 4005 | 1385 | 6184 | 60941 | 856 | 6620 | | | | |
| 104 | 5923 | 220 | 1672 | 4007 | 1083 | 6223 | 5563 | 863 | 2180 | | | | |
| 10401 | 575 | 230A | 32650 | 4031 | 1315 | 628 | 4438 | 873 | 5889 | | | | |
| 1057 | 4482 | 231 | 6787 | 4040 | 6158 | 629 | 1124 | 897 | 6821 | | | | |
| 1058 | 13146 | 233 | 1747 | 4060 | 2812 | 652 | 2167 | 898 | 820 | | | | |
| 1066 | 882 | 247 | 25336 | 4060M | 5243 | 658 | 2010 | 903 | 6508 | | | | |
| 1081 | 688 | 249 | 6451 | 4218 | 8949 | 6650 | 944 | 905 | 10780 | | | | |
| 1082 | 224 | 250 | 18345 | 444 | 30209 | 6651 | 2132 | 907 | 4133 | | | | |
| 1083 | 704 | 2500 | 15050 | 462 | 9718 | 6652 | 1177 | 915 | 8801 | | | | |
| 1084 | 298 | 252 | 7795 | 465 | 4936 | 6653 | 636 | 919 | 432 | | | | |
| 1085 | 891 | 256 | 1196 | 468 | 9677 | 668 | 15685 | 921 | 114 | | | | |
| | | 258 | 10049 | | | | | | | | | | |

EXHIBIT C

EQUIPMENT AND SUPPLIES

CANON L-775 FAX MACHINE
IBM 5360 CPU, IBM 3262 PRINTER
INNOVATIVE TELEPHONE SYSTEM-N.J.
LIONS SECURITY SYSTEM
MOTOROLA MODEMS AND CABLES
RICOH FAX MACHINE
BAILER
BINS/RACKS
STRAPPING MACHINE
DOUBLE ROLLER
FORK LIFT
CISD LAPTOP COMPUTER
INNOVATIVE TELEPHONE SYSTEM-450 7th AVE.
2 COMPAQ DESKPRO 2000 COMPUTERS
COMPUTER WORKSTATIONS & NETWORKING SYSTE
DELL COMPUTER
DELL COMPUTER
CANON WP 3030 COPIER
DELL COMPUTER
DELL COMPUTER
RACKS - BARCLAY BRAND FERDON
DELL COMPUTER
DELL COMPUTER
DELL COMPUTER
DELL COMPUTER

Miscellaneous Office Furniture And Supplies

EXHIBIT D

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

[SEE, ATTACHED]

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT ("Bill Of Sale") dated as of the 1st day of March, 2006 is made by ***TEXTILE IMPRESSIONS INC., a Delaware corporation*** ("Seller"). Pursuant to the terms of this Bill Of Sale, Seller does hereby sell and convey to ***SYMPHONY FABRICS CORPORATION, a New York corporation*** ("Purchaser"), all of Seller's right, title and interest in and to Seller's Assets (said term being defined in that certain Asset Sale And Purchase Agreement ("Assets Agreement")) entered into as of even date herewith by and between Seller and Purchaser.

WITNESSETH:

WHEREAS, all capitalized terms used in this Bill Of Sale which are not specifically defined herein, shall have the meanings ascribed to them in the Assets Agreement; and

WHEREAS, pursuant to the Assets Agreement, Purchaser, has among other things purchased substantially all of the Assets of Seller;

NOW, THEREFORE, in consideration of the Purchase Price and the transactions pursuant to the Assets Agreement, the parties hereto do agree to take the following actions:

1. Seller does hereby convey, sell, transfer, assign and deliver unto Purchaser all right, title and interest of Seller in, to, relating to or arising under the Assets, all as the same exist as of the date hereof:

- (i) The Contracts And Leases;
- (ii) The Inventory;
- (iii) The Equipment And Supplies
- (iv) The Trade Names;
- (v) The Trademarks; and
- (vi) All intellectual property rights, if any, in and to the Trade Names and Trademarks.

2. The Assets shall not include any assets of Seller not specifically described in Section 1 hereof, including without limitation any right, title, interest or claim of Seller in, to or under any of the Excluded Assets, to wit:

- (i) cash, cash equivalents, securities and bank accounts of Seller;
- (ii) any refunds or claims for refunds of taxes (relating to tax periods, or portions thereof prior to the date hereof), or insurance premiums to which Seller might be entitled;
- (iii) the tax returns of Seller;
- (iv) all prepaid taxes of Seller;
- (v) any insurance policy or indemnity agreement of Seller, together with any claims under such policies or agreements;

- (vi) any claim of Seller against any affiliate or related entity, shareholder, director, officer or employee of Seller or of any affiliate or related entity of Seller;
- (vii) the contracts, leases, agreements, licenses and commitments of Seller other than those specifically enumerated as Assets;
- (viii) the Certificate of Incorporation and By-Laws, as amended, and the corporate minutes, stock books and corporate seal of Seller;
- (ix) the Real Property;
- (x) all items of personalty (i.e., fixtures) affixed to the Real Property; and
- (xi) all accounts receivable generated from Seller's business prior to the as of Effective Date of this Agreement.

2. Purchaser does hereby assume and agree to pay in accordance with their terms, and shall indemnify Seller, against and hold Seller harmless from:

- (i) The Assumed Liabilities; and
- (ii) The Contracts And Leases.

3. This Bill Of Sale is subject to the terms and provisions of the Assets Agreement. Nothing contained herein shall be deemed to enlarge, amend or alter the terms and provisions of the Assets Agreement.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Bill Of Sale as of the date and year first hereinabove written.

TEXTILE IMPRESSIONS INC.

By: _____
DAVID S. KNAPEL, President

STATE OF NEW JERSEY :
: SS.
COUNTY OF ESSEX :

I CERTIFY that on May 22, 2006, DAVID S. KNAPEL, personally came before me and acknowledged under oath to my satisfaction, that in his capacity as President of TEXTILE IMPRESSIONS INC., a Delaware corporation, he signed, sealed and delivered this Bill Of Sale as and for said corporation's voluntary act and deed.

STEPHEN W. GRUHIN
ATTORNEY-AT-LAW OF NEW JERSEY

EXHIBIT E

ASSUMED LIABILITIES

1. All Contracts And Leases (identified on *Exhibit A*);
2. All vendor accounts invoiced by Seller as and after the Effective Date;
3. All current and future commitments of finished goods as of the Effective Date (identified with specificity as an annex to this *Exhibit E*);
4. September 23, 2005 Leasehold Agreement as to demised premises located at 450 Seventh Avenue, 9th Floor, New York, New York between Penn Pavilion Associates, LLC, as landlord, and Seller as tenant. Purchaser represents to Seller that it is its intention to forthwith terminate the Lease, and in so doing, to have landlord retain as part of any resolution by way of settlement with respect to the Lease, the two (2) months' security deposit ("Security Deposit") currently being maintained by landlord thereunder. Until such time as the Lease is so terminated, Purchaser shall pay all obligations arising thereunder (e.g., base and additional rent, etc.). Upon such early termination, however, Purchaser shall nonetheless be obligated to reimburse to Seller funds equivalent to the Security Deposit, notwithstanding the anticipated forfeiture of the Security Deposit to landlord. In the event, however, Purchaser ultimately determines to maintain the Lease intact and in full force and effect through the remainder of its term, then and in such event, upon its return receipt of the Security Deposit from landlord, such monies shall promptly be tendered to Seller; and
5. Seller's medical plan administered through United Healthcare (which, on a post-Closing basis, shall either continue to be maintained in full force and effect by Purchaser, or replaced by Purchaser with comparable insurance plan coverages through another health care provider).

Note: Purchaser acknowledges its awareness that Seller remains solely responsible for the satisfaction (from both the Purchase Consideration and its collection, on a post-closing basis, of all accounts receivable generated by Seller prior to the as of Effective Date) of the following liabilities (collectively, the "**Outstanding Liabilities**"):

- a. that certain Continuing Bill of Exchange, Acceptance and Agency Agreement dated April 1, 1999 between Seller, as borrower, and UFJ Bank Limited, as lender, and that certain Master Continuing Commercial Letter of Credit Agreement dated April 1, 1999 between Seller, as borrower, and UFJ Bank Limited, as lender; and
- b. that certain Uncommitted Line of Credit heretofore entered between Seller, as borrower, and The Bank of Tokyo-Mitsubishi, Ltd., New York Branch, as lender.

Purchaser further acknowledges that the Inventory (identified on *Exhibit B*) is encumbered in favor of ITOCHU International, Inc., a New York corporation (which has guaranteed the repayment of the Outstanding Liabilities) pursuant to the terms of that certain Uniform Commercial Code Financing Statement No. 2338302-9 filed with the New Jersey Department of Treasury on January 11, 2006 (a true copy of which is annexed to this *Exhibit E*).